THE COURTS.

The Bradley Bankruptey Case---Important Testimony.

A BREACH OF PROMISE CASE.

The Lowerre-Chalmers Suit-Heavy Damages Awarded.

BUSINESS IN THE OTHER COURTS.

Conviction of Benoni Howard-Sentence Deferred-A Wholesale Charge on the City Treasurer.

An action has been commenced in the United States Circuit Court by G. B. Lamar through his attorneys, Messra Ward, Jones and Whitchead against Hugh McCulloch, ex-Secretary of the Treasury, for the purpose of recovering the value claims, were illegally seized by the defendant in I the month of October, 1865. The answer of Mr. teCulloch is, after pleading the general issue, a special plea that the cotton was seized as aban doned property in Georgia; that it was taken possession of by nim in accordance with the laws of Congress and the proclamations of the President; and that, therefore, he (Mr. McCulloch) is not responsible personally for anything that happened in reference to this property.

ALLEGED FRAUDULENT BANK-RUPTCY.

Case of William E. Bradley. The adjourned examination of William E. Bradley who is charged with having committed acts of alleged fraudulent bankruptcy in connection with the suspension of Edson Bradley & Co., was taken up yesterday before United States Commissioner

Mr. Drake appeared for the prosecution, and Mr.

Ethan Allen for the defence.
TESTIMONY FOR THE PROSECUTION. Edward F. Church was called as a witness for the prosecution. Having been sworn, he gave evidence as follows:-I was a clerk in the employ of Edson Bradley & Co. up to January 1, 1873; at that time the firm was composed of Edson Bradley and W. E. Bradley; they had composed the firm for two years; I became a partner on the 1st of January, 1873, in the new firm, composed of Edson Bradley, AV. E. Bradley and myself; \$104,000 was the capital of our firm-Edson Bradley, \$100,000; W. E. Bradley, \$2,000, and myself \$2,000; I had put in \$1,60 up to the period when bankruptcy proceedings were begun; Edson Bradley put in in stock \$86,000; William put in nothing; after the new firm was organized they might have owed the old firm \$10,000 for about thirty days, this was, probably, some eight months before the proceedings in bankruptcy. (The counsel for the prosecution here put in evidence twelve notes, mounting altogether to \$18,000.) These twelve otes were all payable at the Importers and 'raders' National Bank to the order of the drawers, Edson Bradley & Co.; they were the notes on the old firm of Edson Bradley & Co., and endorsed ers, Edson Bradley & Co.; they were the notes of the old firm of Edson Bradley & Co., and endorsed by them; these notes were brought from the firm for A. C. Bradley & Co. in a box; that box I have seen before at the store of E. Bradley & Co.; the name "Edson Bradley" was upon the box; I took the notes out of the box; before the firm suspended I had a conversation with Edson Bradley and the defendant; we suspended on the about of December; they said they would be obliged to suspend or ask for a suspension; I replied that I did not bink so, as long as we had the amount of money then to our credit in the bank; W. E. Bradley remarked that "we would be obliged to suspend, as he did not see how we would be able to pay 100 cents; that we should not mix ourselves up in the suspension, and that it would be better for the old gentleman to manage it;" other conversations of a similar character passed between as from day to day; I said I did not think that we bught to suspend, and that it we had to do so it would be better for me to take proceedings in benkruptcy and show the whole affair up; a young man, Charles Parsons, was our bookkeeper; before I joined the firm Parsons was their bookkeeper; subsequent to the suspension of the firm I understood that Parsons was to go out collecting; I remarked to W. E. Bradley replied, "Perhaps he will not, but we do not require him here while our statement is being prepared, as he knows all about our affairs and books;" a few days after we failed defendant said to me, "If any of our creditors ask questions, we do not know anything about it; refer them to the old gentleman; he has gone through this thing and books;" a few days after we failed defendant said to me, "If any of our creditors ask questions, we do not know anything about it;" W. E. Bradley came to me about the time of the suspension and said, "There has never been but about \$55,000 in the concern;" on asking him how that was, he said, "We are supposed to have \$57,600, and the old concern owed to the new one \$6,000, and there was a suspense account of \$25,000 belonging to the old concern;" putting the two sums together he deducted the total from the \$37,600, leaving somewhere from \$50,000 to \$55,000, and that was all the capital the concern ever had; I told him I understood that the old concern had a suspense account of \$26,000 and that was all the capital the concern had a suspense account of \$26,000 and that his was more than sufficient to clear off the indebtedness of \$6,000 to the new firm, which would leave the capital of \$37,000 intact; Mr. Hoffman, the head bookkeeper, having been referred to, argued pyretty much in the same way; William remarked, "The firm has never had over \$55,000 in the chusiness, and if we can get a settlement and save \$100,000, your interest will be twenty-two and one-half per cent of \$45,000;" I replied to him, "I did not see it;" Edson Bradley usually drove into business in a horse and wagon; I always believed the horse and wagon telonged to him, and he always spoke of them as his; the delendant and I had some talk about notes and checks which were taken away from the store on the morning of the day the bank ruptcy proceedings were begun; I asked him on that day if he knew of any notes or money belonging to the firm; he stated that he did not; he said, in reply to mey that he had not taken \$20,000, the property of the nrm; he said he had not taken \$20,000 in notes and lett them with Alvin C. Bradley or at his office; he stated that he did not know any more about the assets of the establishment than I did.

Breach OF PROMISE SUIT

BREACH OF PROMISE SUIT.

& Lawyer Charged With Seduction and Breach of Promise of Marriage-Ver-dict Against Him of \$25,000 Damages. Opening closet doors that otherwise would remain for ever unopened, and revealing househo skeletons that otherwise would never be known to exist is one of the results of litigation. Of course, according to the nature of the suit, there is a wider opening of these doors and a more barbaric exposure of the ghastly, grinning spec-tre whose existence there has been such sedulous striving to keep hid from the public. A case strongly illustrative of this fact is the action brought by Mias Phoebe A. Lowerre against Andrew B. Chalmers, a lawyer, for damages for alleged seduction and breach of promise of marriage. It is simply the "old, old story," and yesterday is Something over a year ago the suit was instituted. and on an inquest in the Superior Court Miss Chaimers got the General Term to order the case to be reopened and a new trial to be had. The case came on for trial yesterday, before Judge Van Vorst, of the Superior Court. In the early part of the day Mr. Chaimers, who had taken the legal management of his side of the case into his own hands, was present in court and answered "ready" when the case was called, but when the time for trial arrived he was non est inventus. Judge Van Vorst directed the trial to proceed, notwithstanding his absence. Meantime the plaintif had amended her complaint, and now sued for \$30,000 damages.

amended aer complaint, and now sued for \$30,000 damages.

Miss Lowerre's story.

A brief preliminary statement of the case was given by Mr. A. J. Vanderpoel, counsel for Miss Lowerre, and then she was placed on the witness stand. She is a brunette of delicate features and figure, and was plainty, though tastefully, dressed, lier age, according to her own statement, is twenty-six, though she looks much younger. She kept her veil down and spoke in a very low and subdued voice—so low, in fact, that her counsel had to repeat ner words siter her to the jury. In 1864—thus ran on her story—she was living with her mother, who was a widow. Their house was in West Fifty-fourth street, and there boarded with them kev. William Mable, who was their only

boarder, and in a short time he infroduced to the house Mr. Chalmers, whom he recommended as a most estimable young man, a communicant in his church and the YEACHER OF A SUNDAY SCHOOL CLASS.

Mr. Chalmers, had just been admitted to the Bar, and was mentioned as a rising young lawyer. After a little while Mr. Chalmers asked to be addited also as a boarder in the family, and, his request being compiled wate, he soon became her suitor, and, in the course of a few mouths they are engaged to be married. Mrs. Lowerre moved into Fiftieth street. Mr. Chalmers remained with them in their new abode. They went to Harlem to live. Mr. Chalmers continued still to board with them in their new abode. They went to Harlem to live. Mr. Chalmers continued still to board with them. From here they moved to Chatham, N. J., and then to Elizabeth. Mr. Chalmers came down unfails, why every Saturday night and remained over Sam, lay. At length her mother was taken sick, and was gn, unly anxious as to the numre of her daughter. Mr. Chalmers wrote a tenderly affectionate letter, which was subsequently read to the jury, teiling the mother to dismiss all such anxiety from her mind, and solemnly avowing his intention to marry her daughter and pecome her life-long guardian and protector. The mother died happy in the belief that this vow would be fulfilled. In the meanwhile, on the strength of their engagement, he induced her to allow him marital rights.

ment, he induced her to allow him marital rights. He

PUT OFF THEIR MARRIAGE,
waiting the death of an uncle from whom he had
"great expectations." This uncle died, and by his
death he was litted from comparative poverty to
affluence. A change came over the spirit of their
dream. Coldness arose on his part, and worse,
she found herself enceinte, and through medicines
furnished by him destroyed their unborn child. It
was a long and paintur story, but the above is the
substance of it. Its close was his final abandonment of her and marriage to another lady.

SOME OF HIS LETTERS

A number of letters, written by Mr. Chalmers to
Miss Lowerre, were read to the jury. The followling are samples taken at random, and though not
taking high rank in the literature of love letter
writing, evince at least the measure of love he expressed for her:—

New York, Jan. 12, 1866.

pressed for her:

My Lotter Darling—Here I sit me down to write hoping that this may reach you in time to relieve you o anxiety concerning my absence from your side to-night as uncle has not reached town to-day and there is myrobability of him doing so to-morrow, I find I must se him concerning business before to-morrow afternoon and, in order to see him, I see no other way than to go to Riverdale. Will you pardon me just this time for absenting myself? Yes, I know you will. Your loving CHALMERS.

New Your Inc. 25, 1966.

My Little Bluenian—Another night away from home, but please don't scold or think hard of me, for I must go to uncle to get a paper which he has to bring down this morning, and as neither the nor Smith is in town I see no other way to get it than to go myself for it; for it must be at the office by ten o'clock Loundrow morning, provided the world turns around and the city stands. "When the night texins to peep."

Won't that be nice! Ain't that preity, and don't you feel proud of your miniature poet! Alasi who can tell what in great man I may be at some distant day! I have not asked if you will excuse my absence to-night, and especially as it is on business. But I know you will won't you? Fearing this would not reach you to-night it send this by my office boy to let you know that no barm has fallen to the lot of your.

has fallen to the lot of your DARLING.

CORROBORATIVE TESTIMONY.

Miss Anna Scaman and Mrs. Mary A. Kitchen corroborated the statement of Miss Lowerre as to the engagement of marriage existing between her and Mr. Chaimers. A deposition of Rev. Mr. Mable was also read to the same effect.

Mr. Sweet, associate counsel of Mr. Vanderpoel, after the submission of the testimony, oriefly addressed the jury, picturing the terrible wrongs inflicted upon Miss Lowerre by Mr. Chaimers and the life-long blot and blemish cast upon her fair fame. The jury were out but a short time and brought in a verdict of \$25,000 damages. And thus ends the present chapter from this painful episode of real life.

BUSINESS IN THE OTHER COURTS.

UNITED STATES CIRCUIT COURT

Conviction of Benoni Howard-Sentence Deferred.

Before Judge Benedict. The further hearing of the case of Benoni

Howard, indicted for counterfeiting match stamps, was resumed yesterday. ming up addresses to the jury, Mr. Purdy, for the prosecution, addressing the Court, said he had forgotten one important point in his address to the jury, and that was to state to them what the punishment would be in a case of this kind.

Judge Benedict—I cannot allow you to do that. This case must be determined by the jury entirely irrespective of what the punishment may be.

Mr. Purdy—It has been my practice to do it in other cases.

other cases.

Mr. Hunungdon—It is a bad practice and I ob-

other cases.

Mr. Hunungdon—It is a bad practice and I object to it.

Mr. Purdy said he remembered that he lost a case because some of the jurors believed that the punishment attaching to the offence was greater than it really was.

Judge Benedict—The question of punishment is not to enter into the consideration of the jury. They are to arrive at a conclusion in this case wholly regardless of whether the punishment affixed to the offence charged be one year's or ten years' or twenty years' imprisonment.

Judge Benedict then charged the jury, stating that he would not express any opinion of his own, but leave to them the responsibility of determining the question of fact involved in the case.

At hall-past two o'clock the jury retired for consultation, and at twenty minutes to four they returned, finding

Averdict of Guilly,

with a recommendation to mercy.

The prisoner was remanded for sentence, and the Court adjourned till this morning.

SUPREME COURT-GENERAL TERM.

Before Judges Davis, Daniels and Donobue.

A batch of appealed mandamus cases came up for argument yesterday in this Court. The cases were those of James Hennessy, Gratz Nathan and William Wood, who are seeking to recover fees as commissioners for the extension of Madison avenue; of Edward Boyle and J. A. Bagley, who want their pay as surveyors in the Broadway widening cases and the Riverside Park opening, and of George h. Purser, who is seeking compensation as clerk of commissioners for opening various up town streets and avenues. In all these cases town streets and avenues. In all these cases judgment was refused by the Comptroller on the ground of overcharges and fraudulent make-up of their bills. Applications were accordingly made for mandamuses directing the Comptroller to pay them the amount of their respective claims. These applications were denied by Judges Barrett and Fancher in Supreme Court. Chambers, on the ground that the proper remedies were actions at law. An appeal was taken from these decisions and it was upon this appeal that yesterday's argument took place.

and it was upon this appeal that yesterday's argament took place.

Dexter A. Hawkins appeared as counsel for the Comptroiler in all the cases, and at Chambers maintained that the charges were in most of the cases fraudulent and exorbitant, and argued that the proper remedy of the parties was by action against the city, where the defence of fraud could be interposed. The first case was heard before Judge Barrett, who denied the motion for mandamus on the ground that the relator had a remedy by action. Judge Fancher, before whom the remainder of the cases came, followed this precedent, refusing the writ of mandamus, though delivering an opinion giving reasons which, he said, led him irresistibly to the conclusion that the writs applied for should be issued. Messrs. Buckley, Vanderpoel and Alison presented arguments yesterday for their several clients upon the appeal, arguing that Judge Barrett's decision—based upon provisions in the act of 1813—was erroneous, as other parts of the enactment showed that the Legislature did not intend to render the city liable to action for these expenses as for a debt, and that no such action will lie; that the city is designated as a mere intermediate agent between the real debtor and the creditor; that these expenses were payable out of a special fund, and were to be "borne" and "paid" by other persons than the city.

After hearing the argument the Court took the papers, reserving its decision.

SUPREME COURT-CHAMBERS.

Decisions. By Judge Lawrence.

Hartman vs. Smith; Harley vs. Second American Building Association; Mitchell vs. Buma; In the Matter, &c., Ingersoll; Kohlsaat vs. Devoe; Craig vs. Craig; stegman vs. Stegman.—Memorandums.

Wallach vs. Sobel.—Order granted, on condi-

tions.
Continental Bank Note Company vs. Industrial Confinential Bank Note Congany to Exhibition Company.—Reference ordered.

Kelly vs. Travis.—Motion denied, with \$10 costs.
Peyser vs. Lasette.—Order resettled as modified,
In the Matter, &c., Gallagher.—Granted.
Nassau Bank vs. Frizelle.—Motion denied, with

Slo costs. Chapman vs. Colton.—Judgment for plaintiff, with

SLPERIOR COURT-TRIAL TERM-PART I. Damages for Falling Through a Hatch-

Before Judge Van Vorst. Michael Pender fell through a hatchway in the warehouse of Messrs, Edward C. Johnson & Co., in Bridge street, and, on account of the injuries received, claimed \$5,000 damages, for which he brought suit in this court. The case was tried yesterday and resuited in a verdict for \$750 in his layor.

SUPERIOR COURT-TRIA TERM-PART 2. A Widow's Suit on Account of the Death of Her Husband.

Before Judge Sedgwick. In the latter part of January, 1873, John Angel jumped off the front platform of one of the East Broadway and Dry Dock cars while in motion. In

doing so he fell under the car and was run over and sustained injuries from which he died a few days later at the Mount Sinal Hospital. His wife brought suit against the railroad com-pany for \$5,000 damages, and the case was tried yesterday. After the testimony had been submityesterday. After the testimony had been submit-ted in her ochalf the opposing counsel moved to dismiss the complaint on the ground of contribu-tive hegigence. He read various decisions in which it is held that jumping of the front platform of a car white the car is in motion was such negli-gence. In this case the testimony showed, how-ever, that the deceased twice asked the driver to stop, and he not doing so, he jumped from the car. There was quite a lengthy discussion, which finally ended in a dismissal of the complaint.

SUPERIOR COURT-SPECIAL TERM. Decisions.

By Chief Justice Monett.

Myers vs. Myers.—Motion granted.

World Mutual Life Insurance Company vs. Burch;
Hand vs. Hand et al.; Boylan vs. Boehm.—Orders
granted.

ed. Moore vs. Shaefer.—Motion dismissed with costs.

COURT OF OYER AND TERMINER.

The Case of Mulholland, the Alleged Wife Murderer-An Alibi That Did Not Succeed-Sensational Stories by Reporters.

Before Judge Brady. The first case called on for trial in this Court yesterday was that of Thomas Mulholland, indicted for murder in the first degree for alleged killing of his wife. Mr. Abe H. Hummel, the prisoner counsel, was ready to proceed, but Assistant District Attorney Rollins informed the Court that they were not ready on their side, owing to the

they were not ready on their side, owing to the absence of a material witness. Upon this statement the trial was postponed.

Herman Arnold, a youth aged seventeen, was tried for burgiary in the first degree. It was shown that the dwelling No. 179 East Broadway was broken into and a bundle of clothing of the value of \$75 stolen, which bundle was found in the possession of the prisoner. His explanation was that he jound the bundle, and his father and mother swore an alibi for him. Two policemen testified to his having been arrested before on other charges. He was convicted of grand larceny from a dwelling house, and Judge Brady sentenced him to State Prison for six years.

George H. Johnson, who kept the place in Sixth avenue, charged with being the rendezvous of a gang of masked burgiars, upon which a police raid was made a lew evenings since and thirteen persons arrested, is anxious to get out of prison through reduction of his ball. Application was made to this effect, and the counsel for the accused claimed that the facts of the case were greatly exaggerated by the reporters in their eagerness to make up a sensational story. Judge Brady naively remarked that the reporters always wrote in very charming style, and then he took the papers, reserving bis decision.

COURT OF COMMON PLEAS—SPECIAL TERM.

COURT OF COMMON PLEAS-SPECIAL TERM. Decisions.

By Judge Daly.

Brown vs. Neiss.—Motion denied. (See opinion.)
In the Matter, &c., Knapp.—No good cause shown.

By Judge Robinson.

Allen vs. Allen.—Judgment of divorce granted to plaintiff.

MARINE COURT-PART 1.

Suit of a Mother Against Her Son, Before Judge Alker.

Kraemer vs. Kraemer.—The plaintiff, Catharine Kraemer, states that in the beginning of last year she was, from this councry, and arranged to bring her over here, and that she at that time gave him 1.150 guilders, 150 to pay her travelling expenses and the remaining 1,000 to be put in bank to her credit, which should belong to the defendant at her death. They came to New York and lived together six months, when the plaintuff left her son's home and took up her abode with some riends, and on demand made for her money failed to obtain it, wherefore this suit. The son claims that the money was a gift to him, on condition that he should bring her here and treat her well, and says that this he has done, and is still ready to provide for her. A great lack of intelligence was exhibited on both sides, and it was extremely difficult to get at their respective versions of the case. Verdict for the plaintuff for \$400.

Action by an Insurance Company. and the remaining 1,000 to be put in bank to her

Action by an Insurance Company. National Fire Insurance Company vs. Kindt .- In December, 1871, the defendant insured his plano factory with the plaintiffs, and it is testified by the insurance broker that, seeing the sign on the fac inquired of defendant if he did not wish the policy changed to correspond, to which he replied in the changed to correspond, to which he replied in the affirmative, and it was so changed. When the year expired the broker carried a renewal to the factory in the same name (Kindt & Co.), not seeing defendant at that time: but that subsequently, the premium not being paid, on a request that the renewal certificate be returned or the money, the defendant said he wanted the insurance continued and would pay the premium. The amount not being paid, this suit is brought. The defendant denies that he requested a renewal of the policy, but admits that he told the broker that he would get it or him, and says that after the change of name of sommist that a tool the proper that he would get it for him, and says that after the change of name of the firm he had no further interest in the business. Defendant's counsel claimed that the change on the former policy was notice to the company that de-fendant's interest had ceased, and that in any eyent the defendant, having no longer an insuraevent the defendant, having no longer an insur-ble interest, even if defendant did effect the insur-ance, that it would be a contract void for want of consideration. Judge Alker charged the jury that it the deformant consented to the insurance and promised to pay the premium he rendered himself

promised to pay the premium he rendered himself liable.

The jury rendered a verdict in favor of plaintiff for \$00.

MARINE COURT-PART 2. Decisions.

By Judge McAdam.
Hall vs. Leet.—Action to recover \$487 19 for a case of silk goods lost while in detendant's warehouse. Inquest by default and judgment for the plaintiff for \$487 19, costs and \$25 allowance.
Holmes vs. Walker.—Inquest by default and judgment for the plaintiff for \$327 70, with costs, and \$25 allowance.

\$25 allowance.

Jacobi vs. Rohrbach et al.—Action to recover \$300 fi for goods sold and delivered, the defence being that the goods were purchased by one member of the firm on his own individual account. Verdict for the plaintiff for the full amount

claimed.
Goldstine vs. Nathan.—Action to recover \$84 for goods sold and delivered, the defence being that the goods were not purchased by the defendant or on his account. Verdict for the defendant.

MARINE COURT-CHAMBERS.

Decisions. By Judge Joachimsen

Solomon vs. Bough.—Motion granted on payment by detendant of \$10 costs of opposing this motion, defendant serving answer within three days, and stipulating that a jury is waived. Case to be tried in Part 1, February 9.

suppnating that a july is waived. Case to be tried in Part I, February 9.

Cohn vs. Rutmeyer.—Motion granted.

Brown vs. Priner.—Defendant allowed to come in and defend on payment of \$10 costs of opposing this motion, filing answer within three days and consenting that case be tried in Part 3, February 16. Judgment to stand as security.

Alleged Robbery-Disagreement of the Jury. Before Judge Sutherland.

The first case tried by a jury in this Court yester day was an indictment for robbery in the first de-gree against Edward Shields. It appeared from evidence of Matthew Lacy, the complainant that he visited the defendant's apartment on the evening of the 24th of December, and drank with friends, that while there a dispute arose, and when they got on the sidewalk Shields struck him on the head with some kind of weapon, inflicting three scalp wounds on his head. The physician who dressed Lacy's head was of the opinion that the blows were given with a slungshot, yet admitted on the cross-examination that it was possible for the wounds to have been caused by falling upon an iron girder. Shields lost a watch worth \$30. Mr. Hummell, who defended Shields in an able manner, severely cross-examined the complainant, and showed by respectable witnesses a different state of facts. They swore that the prosecuting witness was very drunk and grossly insulted the women, and that after lacy and shields got on the sidewalk, in the souffic which ensued, Lacy fell on an iron girder. He was materially contradicted in other important points, and in addition to that the prisoner's employer gave him an excellent character for peaceableness.

The jury, being unable to agree upon a verdict. friends, that while there a dispute arose, and when

ableness.

The jury, being unable to agree upon a verdict, were discharged from the further consideration of the case. It was understood that nine were in favor of an acquittal and three for conviction. His Honor consented to reduce the ball to \$700.

John H. Boynton, who on the 26th of December stole a gold watch and chain valued at \$100, the stole a gold watch and chain valued at \$100, the property of George J. Taylor, pleaded guilty to an attempt at grand larceny. He was sent to the State Prison for two years and six months.

Henry Cranston pleaded guilty to an attempt at grand larceny, the indictment charging that on the 8th of this month he stole clothing and jewelry valued at \$103, the property of Christian Unit.

Acquittal of a Young "Reformer."

Charles Cronner.

Charles Cropper, a youth, was charged with stealing a coat, worth \$15. owned by W. C. Bar-

nard, from Rushton's drug store, in Broadway, where he was employed as an errand boy. Mr. Kintzing was assigned to defend the lad, and he succeeded in convincing the jury that the proof was insufficient to warrant them in convicting him of petty larceny. When they said he was not guitty his counsel said he would try and "reform."

COURT OF SPECIAL SESSIONS.

Before Judges Morgan, Kilbreth and Plammer. A case peculiarly illustrating the truth of the old adage, "That the course of true love never runs E. D. Piercy preferred a complaint against one Mr. Hogan for assault and battery. The complainant is a young medical student, and has been paying his addresses to the latter's daughter, but without his addresses to the inter's daughter, out whited his countenance and approval.

Mr. Piercy stated that the old gentleman, after frequent threats, had finally met him one day in the street, and, attacking him with a cane, broke his hat and cut his face. He accordingly kad him

aresisted.

Counsellor Oliver appeared for the defence and put Mr. Hogan on the stand. He said, "Your Honor, this young man has been following my daughter for a long time; she is a school teacher and he waits for her outside the door when she comes home; it is nothing but bouquets and music roils and flowers and all such iripperies, and little boys coming round with notes all the time; I spoke to my daughter about it, and she said it I did not like the young man she did not, but it went on all the same, and there were more flowers and more music, and only the day before this occurrence a little boy came round with a bouquet as big as immest."

Indee Morean. How olds your daughter.

Innself,"

Judge Morgan—How old is your daughter?

Defendant—She is twenty-one years of age.

Judge Morgan—Well, she is old enough to di

Judge Morgan—How old is your daughter?
Defendant—She is twenty-one years of age.
Judge Morgan—Well, she is old enough to dismiss
the young man, if his attentions are displeasing.
Defendant—Yes, Your Honor, she doesn't want
anything to do with him, but he keeps pestering
her and I want to put a stop to it.
Counseloer Oliver made an able appeal in his
elient's behalf, but the Court found him guilty. In
view of his age sentence was suspended, and the
old gentleman, after having been duly admontshed
against the further use of violence, was allowed to
depart.

TOMBS POLICE COURT. A Quick Arrest.

Before Judge Morgan. William Stevens was arraigned at this Court yesterday on a charge of burgiary preferred by Mr. F. M. Hoag, ivory and pearl button manufacturer, No. 34 Reade street. On Wednesday morning Mr. Hoag discovered that his place had been ing Mr. Hoag discovered that his place had been broken into and about \$5,000 worth of buttons had been carried off. Later in the day Detectives Williamson and Von Gerichten saw a wagon with two large trunks going through Twenty-third street, and, suspecting something wrong, arrested the man Stephens, who was driving the wagon at the time. The trunks were searched and the property jound therein was identified by Mr. Hoag as belonging to him—in fact, all he had missed when he came to his store in the morning. Judge Morgan heid the prisoner in \$5,000 ball to answer.

Breaking a Showcase.

Jacob Milikowski keeps a fancy goods establish-ment at No. 385 Broadway, and has a large showcase outside, with a complete assortment of samples. Yesterday afternoon John H. Thies, in the employ of Cochran & McLean, on the northeast corner of Broadway and Grand street, saw a boy named John Kelly and two others around the case, and also saw one of them break a pane of glass in it. He gave the alarm, and Kelly was arrested by officer Connolly, of the Twenty-lifth precinct. The other two escaped. The prisoner was arraigned before Judge Morgan yesterday and held in \$1,000 bail to answer.

ESSEX MARKET POLICE COURT. Two More Policy Dealers in Trouble.

Before Justice Otterbourg. Stephen O'Brien and Henry Springer were araigned and committed yesterday, in \$1,000 bail, on a charge of running the policy shop, No. 206 Divison street. For some time past the police of the neighborhood have had their eyes upon the concern, but as it was cleverly managed and a sharp lookout constantly kept, it became almost impossible to capture them. Officers Wood and Johnson, of the Thirteenth precinct, arrayed themselves in citizens' clothes, and, near noon yesterday, made a raid on the den and captured the abovenamed pair of worthies. O'Brien was in the act of filling up some of the many tickets which lay around only waiting for some verdant individual to get his name inscribed thereon for "anything from ten cents to \$1 or more." A placard was posted up in a conspicuous portion of the "store," in large letters, announcing the interesting fact that "no one risk would be taken for over \$10,000." This highly interesting piece of information, together with a number of combinations for capital and other saddles, was brought to court. Several books or rather pamphlets, telling the uninitiated "how to win sure," were also captured. The prisoners waived all examination, and were held on the affidavits of the officers. lookout constantly kept, it became almost impossi-

Fisticuffs Outside Court. Albert Gabriel, a very unangelic looking fellow was brought up charged by his wife Dorothea with abandoning her and leaving her all alone to starve while he reveiled in the charms of Mary Nagle, who also appeared charms of Mary Nagle, who also appeared in court. While Mrs. Gabriel was giving her testimony her rival, Mary, essayed to speak every moment, much to the annoyance of the Judge, who threatened to lock her up several times. The case was finally adjourned for ten days by the Judge and the whole crowd ordered out of court. When they got to the sidewalk the fun began. Mrs. Gabriel went for Mrs. Nagle and vice versa. Hair, old clothes and black eyes were scattered promiscuously around. The crowd looked on with pleasure and the street cars passing in the vicinity all pulled up to give their patrons a chance to see the fun. Justice Otterbourg sent out a posse of policemen, who arrested both Mrs. Gabriel and Mrs. Nagle, and the Justice sent them both to jail for ten days. They will get out just in time to be present at the next hearing of the case.

YORKYILE POLICE COURT.

A Vigilant Officer. Between four and five o'clock yesterday morning Officer Murphy, of the Twenty-first precinct, observed a young woman of very suspicious ap-pearance waiting for a Third avenue car on the corner of Twenty-eighth street. He questioned her, but the answers she gave were considered un-satisfactory and he arrested her. On their way to the station house she gave the officer \$25 to let her go her way. He took the money and also took her to the station house. There she was searched, and on ner person were found three silk dresses, besides a large quantity of other lady's wearing apparel, which she carried in a bundle under her shaw. In her pocket was found a bank book showing a de-posit of \$900 to the credit of Mrs. Georgiana E. Mathews, of No. 141 East Thirtieth street. The girl then said her name was Annie Sinclair, and ad-mitted that all the above mentioned property was stolen by her from Mrs. Mathews, whose servant she became four days ago. Justice Murray yester-day, at the above Court, committed her for trial in default of \$1,000 ball. her, but the answers she gave were considered un-

HARLEM POLICE COURT.

Arrest of Harlem Railroad Flagmen on Charge of Complicity in Robbery. Yesterday at the Harlem Police Court Officer

Harley, of the Twelfth precinct, arraigned two flag-men of the Harlem Railroad on charges of complicity in the theft of a case of merino goods, val ned at \$300, from a freight car of that line. The particulars of the burglary, so far as then known particulars of the burglary, so far as then known to the police, were given to the readers of the Herald on Wednesday.

The stolen goods were identified by a clerk in the employ of C. A. Anim Ordt & Co., No. 10 Greene street, as constituting one package of a consignment of nine shipped to that firm by the Philmont Hosiery Milis on the 10th Inst. Since that time two other cases have disappeared in the same manner. The flagmen arrested are George W. Hartell, agred twenty-nine, of Williamsbridge, whose post was on the trestle work in Hartell, and Wilham Hennessy. In the possossion of the former were found two dozen merino undershirts, and the latter had three, which they claim to have purchased from the burglars. Both men were committed for trial in default of \$1,000 ball each. Other railroad men are suspected of sharing the proceeds of the robbery with the theves whom they screened.

The alleged burglars thus far arrested are John Colins, aged twenty, pedier; Peter F. Dunn, aged eighteen, plasterer; Dantel Lewis, anas "Rabber," aged eighteen, and Lawrence Meyers, alhas "Mouse." All were yesterday mily committed for trial at the Court of General Sessions in default of \$1,000 bail each.

COURT CALENDARS-THIS DAY.

SUPREME COURT—CIRCUIT—Part 1—Held by Judge Barrett.—Short causes.—Nos. 1479, 1617, 1935, 2091, 2139, 2177, 2277, 2327, 2437, 2731, 2753, 289, 2719, 2529, 1297, 1475, 1963, 2047, 2203, 2559, 2579, 2328, 2599, 277, 278, 2791, 2797, Part 2—Held by Judge Van Hrunt.—Nos. 1296, 1926, 2034, 2030, 2100, 2104, 2148, 2248, 2230, 2328, 2384, 2380, 24893, 2562, 2598, 2726, 2748, 2778, 2800, 1738)₂, 2218, 2240, 2646, 2660, 2736, 2742, 2752, 2776.

Supreme Court—General Term—Held by Judges Davis, Daniels and Brady.—Nos. 44, 70, 83, 83, 312, 18, 49, 309, 166, 166, 167, 168, 169, 170, 171, 172, 173, 174, 288, 321, 17, 104, 122, 124, 128, 129, 130, 40.

40.
SUPREME COURT—CHAMBERS—Held by Judge Law-rence.—Nos. 91, 25, 84, 85, 86, 87, 90, 92, 93, 98, 118, 81, 139, 138, 139, 143, 467, 171, 183, 187, 192, 196, 28, 284. 228, 234.
SUPERIOR COURT—TRIAL TERM—Part 1—Held by
Judge Van Vorst.—Nos. 621, 625, 807, 749, 379, 689,
767, 795, 773, 459, 825, 831, 651, 633, 633, 823, 836, 837,
839. Part 2—Held by Judge Sedgwick—Nos. 676 k.

COURT OF COMMON PLEAS—TRIAL TERM—Part 1— Held by Judge Loew.—No. 612. Part 2—Adjourned

for the term.

MARINE COURT—TRIAL TERM—Part 1—Held by
Judge Alker.—Nos. 2386, 2252, 3907, 3029, 3879, 3010 Judge Alker.—Nos. 2386, 2252, 3907, 3029, 3670, 3010, 3238, 3240, 3341, 3248, 3244, 3248, 3250, 3252, 3254, Part 2—Held oy Judge McAdam.—Nos. 3721, 3027, 3113, 3034, 4053, 3229, 3235, 3237, 3230, 3241, 3243, 3246, 3247, 3251, 3253, Part 3—Held by Judge Gross.—Nos. 4162, 4121, 3330, 3400, 4107, 4137, 4192, 4183, 4140, 3228, 3183, 3065, 3600, 3299, 3817, 3957, 3990, 4080, 4180, 3636,

3183, 3085, 3600, 3299, 3817, 3907, 3900, 4080, 4180, 3639, 4185.

COURT OF GENERAL SESSIONS—Held by Judge Sutherland.—The People vs. William McIntee, robbery; Same vs. Patrick Clark, Jr., manslaughter; Same vs. Henry Meyer, Dargiary; Same vs. Patrick Rodgers, burgiary; Same vs. George A. Moss, burgiary; Same vs. John Kenny, burgiary: Same vs. John Kenny, burgiary: Same vs. John Kenny, burgiary: Same vs. John Williams and John Patterson, burgiary; Same vs. John Williams and John Patterson, burgiary; Same vs. Michael T. Moloney and Thomas Moloney, grand larceny and receiving stolen goods: Same vs. William Conklin, Charles Lyons and Thomas E. Smith, grand larceny and receiving stolen goods; Same vs. Henry Miller, grand larceny; Same vs. Kate O'Brien, receiving stolen goods; Same vs. Kate O'Brien, receiving stolen goods; Same vs. George Muller, larceny from the person; Same vs. John Barnard, larceny from the person; Same vs. Frank Mead and William Hovi, larceny from the person; Same vs. John Williams ard John Patterson, petit larceny.

BROOKLYN COURTS.

SUPPEME COURT-CIRCUIT-PART I. A Wall Street Transaction-What the Court Knows About Draw Poker.

Before Judge Pratt. Quincey C. DeGrove, as assignee, brought suit against John A. Ristor to recover \$3,675, under the following circumstances:—On the 30th of September, 1872, the plaintiff says the defendant, for a valuable consideration to George W. Blankman, held a "cail" by which he agreed that the latter should have the right and option with ten days thereafter to demand the defendant to deliver and transfer to Blankman or the bearer 200 snares of New York Central and Hudson River Railand transfer to Blankman or the bearer 200 snares of New York Central and Hudson River Railroad stock, at \$9350 a share, and 100 shares of thio and Mississippi Railroad stock, at \$43 25 a share. The deiendant agreed, at ten days notice, to deliver the shares to Blankman, with all dividends declared in the meantime. The plaintiff asserts that within ten days Blankman, who held the "cail," notified the deiendant of his readiness to receive and pay for the stocks, and that thereupon the deiendant repudlated the agreement and declared that it had been improperly obtained from him and was invalid, and he utterly refused to perform any part of the agreement. The plaintiff turther alleges that the stocks have greatly risen in value, and they have been assigned to the plaintiff.

The delence was a general denial, Objection was made to the "cail," on the ground that it was not a legitimate business document and neither more nor less than a gambling transaction. Counsel suggested that it was similar to "draw poker" in some respects.

nor less than a kanadage to "draw poker" in some respects,
Judge Fratt informed him that in "draw poker" you paid when you lost. The Judge would not allow a man to come into Court and show a contract on which he received money and then reused to fulfill it or to return the money on the ground that it was contrary to public poley.

The jury found for the plaintiff.

SUPREME COURT-CIRCUIT-PART 2. Damages Against the City Railroad Company.

Before Judge Tappen. Sarah Cook, a young lady of about seventeen years, sued the City Railroad Company to recover \$10,000 damages for personal injuries. She was in the act of leaving a car at the corner of Court street and First place, when the vehicle was suddenly started and she was thrown under it and run over. One of her legs was badly injured.

The detence was contributive negligence in having leit the car by the front door. It was further alleged that the plaintiff attempted to leave the

aneged that the plaintiff attempted to leave the car while it was in motion. The jury rendered a verdict for plaintiff for \$1,000.

SUPREME COURT-SPICIAL TERM. Conflict Between the City Treasurer and the Board of Education. Before Judge Pratt.

Application was made in the Supreme Court yes. terday by Assistant District Attorney Edgar M. Cullen, as counsel for Mr. E. D. Whitlock, President of the Board of Education, for an order from Judge Pratt to compel City Treasurer Cunningham to show cause why a writ of mandamus should not be issued against him making it obligatory on his

to show cause why a writ of mandamus should not be issued against him making it obligatory on his part to pay to the amount directed by the Board of Aldermen. The application is based upon the subjoined affidavit, which contains a lucid statement of the case:—

Out of Brooklyn, County of Kings as.—Ephraim J. Whitlock, of the city of Brooklyn, being duly sworn, deposes and says that he is the President of the Board of Education of the seity of Brooklyn; that Andrew Cunningham, of said city, is and for the past four months has been Treasurer of said city of Brooklyn; that Andrew Cunningham, of said city, is and for the past four months has been Treasurer of said city of Brooklyn, and ex office freasurer of the Board of Education transmitted to the Board of the said Board of Education transmitted to the Board of Education for the year 1874, and that thereupon the said Board of Education transmitted to the Board of Education for the year 1874, and that thereupon the said Board of Education transmitted to the Said Board of Education for the year last, and the thereupon the said Board of Education that should be raised by tax for said surposes in the annual taxes next thereafter to be the sum of \$22,066 48; that said estimate was presented to the Joint Board of Addermen and Supervisors of this city, and said Joint Board did, on the 23d day of October, 1873, determine that the said sum of \$22,066 48; should be raised by tax upon said city, for the purposes of said Board of Education for the year commencing January 1, 1874.

That on the 6th day of November, 1873, the Board of Supervisors of the county of Kings did determine and direct that the sum of \$272,666 48 be levied the current year as a fax upon the city of Brooklyn, and a large for the purposes of said Board of Education, and did, on the 1874 of November, 1873, deliver to Lennel Burrows, Collector of Taxes and Assessments of the city of Brooklyn warrants under their hands and said commanding such

to the said Andrew Cunningham, olly Treasurer aforesaid.

That it was the duty of said Andrew Cunningham, as Treasurer as aforesaid, to place out of said money so paid him by said Collector the sum of \$925,656 68 to the credit deponent, as President of said Board of Education.

That said Andrew Cunningham place said sum to the credit of the Board of Education.

That said Andrew Cunningham refused and failed to place said sum or any part thereof to the credit of said Board of Education.

Wherefore deponent prays that a writ of mandamus issue to said Andrew Cunningham, Treasurer as aforesaid, commanding him to place to the credit of said Board of Education, out of the moneys paid him by said Collector of Taxes on account of the taxes of 1573, the sum of \$25,656 48.

Judge Prait granted the order to show cause and made it returnable to-morrow. COURT OF APPEALS CALENDAR.

ALBANY, Jan. 22, 1874. Court of Appeals Day Caleudar for Friday, January 23.—Nos. 18, 56, 58, 15, 60, 61, 63 and 64.

UNITED STATES SUPREME COURT. WASHINGTON, Jan. 22, 1874. No. 200. Cropley vs. Cooper et al.—Appeal from the Supreme Court of the District of Columbia.—The

case involves the construction of the following clause in the will of William Cooper, father to the

To my daughter. Elizabeth Cropley, at her mother's death, I give and bequeath the rent or my house on Pennsylvania avenue. In the city of Washington, ior, and during her life; and at her death it is my will that it be seld and the avails therefrom become the property of her children or child, when he, she or they have arrived at the age of twenty-one years of age, the interest in the meantime to be applied to their maintenance. At the time of the testator's death Mrs. Cropley

was married and had one child, and afterwards had one other, which died in infancy. The firstborn lived to the age of twenty-eight, when he died unmarried and imestate. The father of these chidren is also deceased, so that Mrs. Cropley is now both neir and next of kin to her children, as to their real and personal property, if they had any vested in them in their lifetime, by this will or otherwise. The mother as well as the children of Mrs. Cropley being dead, she now claims not only her life estate in the property, but the whole estate in remainder which would have gone to her children and they survived her and attained the age of twenty-one after her death. The other defendants, on the other hand, claim that the legacy to her children, which was to have been raised by a sale of the property after her decease, has lapsed in consequence of their ceata in her lifetime, and that the remainder in the property sinks into the estate for the benefit of all the heirs of the testator, including as well the complainant as themselves. The Court sustained this view of the question, and this decision is assigned as error. W. D. Davidge and F. W. Jones for appellant; Joseph H. Bradieg and R. T. Merrick for appellees.

No. 451. Grover & Baker Sewing Machine Comborn lived to the age of twenty-eight, when he died

No. 451. Grover & Baker Sewing Machine Com-pany, Wheeler & Wilson Manufacturing Company and Singer Manufacturing Company vs. Florence Sewing Machine Company—Error to the Supreme Judicial Court of Massachusetts,—This was an ac-

454, 390, 72, 702, 280, 246, 722, 80, 726, 586, 796, 472. | tion by the Florence Sewing Machine Company to 730, 148. recover from the plaintiffs in error moneys alleged to have been overpaid as patent rent under an agreement fixing the rate of rent and providing

agreement fixing the rate of rent and providing for a reduction in the rate in case license for the manufacture should be granted to any other parties. The allegation was that the plaintiffs in error had not only granted such licenses to other parties, without the knowledge of the defendant here, but at less rates than it was charged.

The Court overruled a motion to remove the case to the Circuit Court of the United States for the district of Massachusetts, and, upon the trial, the judgment was for the Florence Company.

The writ of error presents the question whether a case in which the plaintiff is a citizen of the State where the suit is brought and two of the defendants are citizens of other States, a third defendant being a citizen of the same. State as the plaintiff, is removable to the federal Court upon the petition of the two foreign defendants, under the act of 1861, or whether the judicial power and the right of removal are confined to cases where the parties on one side are all citizens of another State.

The plaintiffs in error control that the case stated in the first hypothesis is removable and that, accordingly, this case should have been removed.

The defendant in error denies this and maintains that if the terrareal citizens of the case that the transactions.

moved.

The defendant in error denies this and maintains that if the terms of the act authorize the removal in such a case, it is unconstitutions; but that if it is held otherwise, then the parties asking for the removal did not comply with the requirements of the act by not joining in the petition of the actizens of the several States made parties to the action, and in failing to file affixivit in support of the petition. Ehas Merwin for plainting in error; E. R. Hoar and A. L. Soule for defendants.

THE STINER HOLOCAUST.

Second Day of the Inquest Into the Origin of the Fire-Plenty of Evidence, but No Facts or Information-The Mystery of the Fire as Dark as Ever.

At one o'clock yesterday afternoon the Stiner inquest was resumed before Coroner Kessler. It was hoped by both Coroner and jusy that the evidence would be all taken yesterday, but the fond anticipations were not realized, and it is probable two days will elapse before a consinsion is arrived at.

THE INQUEST. The first witness examined yesterday was Mr. Charles Wolf, foreman of Engine Company No. 8. He stated that he heard the alarm at 6:19, and four minutes after that (6:23) he and his men were at the scene of the fire; one and a half minutes after they arrived (6:24,4) they had two streams of water working. He then told how the ladders were placed against the windows and his men got

the HERALD the morning after the fire. MESSRS, JOHN S. FISHER and Monmouth B. Wilson, of the insurance patrol, were next examined, but their testimony threw no light on the subject of the fire's origin; it was merely a statement of what they had done to save the furniture.

in. This and other particulars were published in

Thomas Higgins, the man who had put in the furnace and done the tin work on the building for Mr. Decker, the former owner of the house. Very naturally Higgins said the fire could not have orginated from the jurnace or flues, of this he was positive, but he could give no theory of how or where the fire originated. His testimony is important for the reason that it refutes and contradicts that of the butler who was examined on Wednesday. Mr. Higgins says that it would be impossible for a man to stand on top of the shatters on the back of the house and from there reach the gutter, and further, that if that were possible, he could not have drawn himself up as the cornice would not support his weight. When Mr. Higgins had finished several of the jurors said they had not beheved the butler's story from the start.

OFFICERS PHILLIPS AND MEIGHAN, of the Nineteenth precinct station, were examined, but, beyond fixing the time at which the fire first appeared on the outside of the building, their testinony of the same precinct, was also examined. He corroborated the testimony of his men.

CAPTAIN GARDNER, Decker, the former owner of the house.

of the same precinct, was also examined. He corroborated the testimony of his men.

Of the Nineteenth precinct, on Deing called, retold, in substance, the testimony of the three foregoing witnesses, and added that he had iound the coat of which hiss Kahn had spoken on the day previous; the coat, he said, belonged to Mr. Joseph Stiner, as he found a bank book belonging to him in it. (The coat and bank book belonging to him in it. (The coat and bank book produced, and recognized by members of the family as belonging to Joseph.) It was found in one of the houses on the block, having been taken from the street by some of the servants.

Mi. DECKER,

the builder and former owner of the house, was called to the stand. He displayed the plans for the building, and showed how it was constructed. Coroner Hermann, who appears for the Stiner family, was rather severe in his examinasion of this witness, and was very near inducing him to say certain things about how the buildings were built, the contracts awarded, &c. Mr. Decker, discovering the drift of the questions put to him, became very cautious as to what he said in answer. The witness had no theory as to how the fire occurred, but he was almost confident it could not have originated from a defective flue or range.

EX-ALDERMAN RODERY R'GINNISS

was next called. He testified that he had exam-

originated from a defective flue or range.

EX-ALDERMAN ROBERT M'GINNISS

was next called. He testified that he had examined the buildings when they were erected, being at that time a deputy inspector in the Department of Buildings. Mr. McGinniss detailed to the jury his search of the premises the day after the fire. To sum up he said that he had not discovered the origin of the fire, and it was a mystery to him; no way could he satisfy himself as to how it began or where; when he went to examine the ruin he had several theories, but investigation dissipated them one by one.

one by one.

When Mr. McGinnis, who has more experience about fires than any man in New York, cannot tell of the origin of this fatal conflagration it is doubtful whether it will ever be known.

The inquest will be continued to-day, at two o'clock.

FLASHES FROM THE PRESS.

On the 4th inst. the annual meeting of the Halffax Yacht Club took place. J. Taylor Wood was

elected Commodore. John Baker, arrested in Shasta, Cal., for killing George Cline, a mail carrier, admits that he both

George Cline, a mair carrier, admits that he both robbed and killed him.

Franklin, N. H., claims the honor of being the home of what the Laconia Democral styles "the wire of could-not-be-Chief-Justice-Williams, the handsomest woman in Washington."

handsomest woman in Washington."

A little girl, aged ten years, daughter of L. L. Ingalsbe, at Adamsville, N. Y., last week, unaided removed her little brother and sister and then extinguished a fire in her lather's residence with saow and water.

Madison Spaulding, sixty five years of age, a pious member of the First Baptist caurch of San Francisco, has been neid in \$6,000 bail to answer for a nameless crime committed on New Year's upon two little girls, aged seven and eleven years respectively.

or a nameless crime committee of a kew fears respectively.

This is a bad year for police superintendents. San Francisco is warring upon Chief Cockrell for complicity with criminals. Cincinnati has removed Chief Kierstead for acting as an agent for gamblers, and Chief Sherman, of Rochester, has been forced to resign.

The Michiganders are certainly disposed to give woman a chance in the professions. Ninety-one female students are enrolled at the Michigan University alone for the current academic year—seven in the law department, thirty-six in the medical and forty-eight in the regular university course.

Nine years ago the Quaker wife of Daniel Pratt, of Vassaboro, Vt., deserted Daniel and Joined the Shakers at New Gloucester. Last week she returned, the Gardiner Journal reports, to her husband, who killed a fatted turkey, and, inviting alt the neighbors, celebrated the return of the produgal.

gal.

A case was argued by the Court of Appeals at Albany on Monday, says the Troy Times, "arising from a suit to recover the value of twenty-nine old cowhides. As asserted by the counsel who argued the case, 'since its commencement iniants had been born and grown to manhood, young men had grown gray, and the aged had passed to another world.'

world."

"A letter received at Raleigh," says the News of that city? "Irom Sebastian county, Arkansas, reports that on last Monday week, when the Board of Supervisors met, the Sheriff presented his bond as collector of the county, and as he dd so drew two pistols and laid them on the table, telling the Board they dare not reject his bond. Thereupon the Board adjourned until yesterday. On Wednesday a warrant was obtained for the arrest of the Sheriff, and a constable and fifty men started to arrest him, but nothing has yet been heard from them."

YACHTS, STEAMBOATS, &C.

FOR SALE-THREE WOOD AND TWO IRON Steamboats, suitable for river or Sound nights rootes; also two Iron propeller Steamentps of 800 tons each, also two wooden fropellers of 400 tons each. Apply to FRED. C. SCHMIDT, No. 1 South William street. WANTED FOR CASH-A CABIN SLOOP YACHT, about 35 feet long. Address, with particulars, P. W., box 186 Herald office.

WANTED TO PURCHASE.

CAFE WANTED—ABOUT SO LBS, ANY PERSON HAV in guch a Safe, in good order, and willing to trade for a Cart Horse valued at \$100, can apply to GOODWIN & CO., 9 South William street. WANTED-500 TO 3,000 NURSERY SILVER MAPLES

Y S to 20 feet; also 10,000 to 20,000 small Maple Stock Address, stating prices and quality, GEORGE W, PERTH Post office, Jersey City, N. J.

WANTED-A CYLINDER BOILER, IN GOOD OR per, about 44 feet diameter and 30 feet in length.
J. MUNROE TAYLOR 4 SON, 112 Liberty street,